

First Amendment to Class Action Settlement Agreement

Pursuant to paragraph 20 of the Class Action Settlement Agreement, dated November 23, 2009 and fully executed by the parties on or about November 24, 2009, on this 30 day of April, 2010, the parties hereby enter into this First Amendment to Class Action Settlement Agreement as follows:

1. Paragraphs 10-14 of the Class Action Settlement Agreement shall be deleted in their entirety and replaced with the following Paragraphs:

10. SETTLEMENT PAYMENT. The full scope of the relief to the Settlement Class available to each Class Member shall be a Settlement Payment. Each Class Member shall receive as his or her Settlement Payment two Envision tuition vouchers in the amount of \$625 each (total value of the two vouchers is \$1,250.00). All such vouchers are eligible to be used for seven years from the date of issuance toward payment of the tuition for a future Envision conference or program. A Class Member or Qualified Transferee (as defined below) may use one of his or her two \$625.00 vouchers at a time toward a future Envision conference or program with a tuition of less than \$3,500. A class member or Qualified Transferee may use up to two of his or her vouchers totaling \$1,250.00 toward a future Envision conference or program with a tuition of \$3,500 or more. At least ten percent of all attendees enrolling in any future Envision conference or program may use such vouchers. Envision will track the use of vouchers in any given program and, at the time of or prior to enrollment, will be able to verify if a voucher may be used. The vouchers are fully sellable, assignable, and transferable to anyone and they may be redeemed by (a) a family member of a Class Member; or (b) a student otherwise qualified to attend an Envision conference or

program (any other student who has a 3.5 or higher grade point average or who receives a teacher recommendation at the time of enrollment in the Envision conference or program) ((a) and (b) shall be referred to as “Qualified Transferees”).

In order to assist in facilitating a secondary market to Qualified Transferees for these vouchers, Envision shall maintain a page on its website that describes how to redeem the vouchers and further explains that the vouchers are fully transferable as set forth herein.

11. SETTLEMENT CLAIMS PROCEDURE. To qualify for a Settlement Payment, a Class Member must complete and submit to Envision no later than 90 days after the Effective Date of this Agreement (the “Claims Period”) a verification (in substantially the form attached hereto as Amended Schedule C) verifying that the student who attended the Conferences was “unsatisfied” with his or her experience at the Conference. In the event that a dispute exists as to whether a Class Member properly submitted a verification and thus is entitled to a Settlement Payment, Envision will provide that information in the monthly reports set forth in Paragraph 14 of this Agreement; and Envision and Class Counsel will endeavor for thirty (30) days to resolve any such disputes in good faith. If Envision and Class Counsel are unable to resolve the dispute, then Class Counsel may move for an order determining the dispute.

12. EQUITABLE RELIEF. Envision shall make Settlement Payments to Class Members totaling no less than \$8,000,000. If Envision’s Settlement Payments total less than \$8,000,000, then Envision shall establish a Class Settlement Scholarship Fund (“CSSF”) in an amount equivalent to the difference between the total Settlement

Payments and \$8,000,000.

13. ADMINISTRATION OF CSSF. Envision shall maintain and administer the CSSF as set forth herein. Envision in its reasonable discretion shall award partial or total scholarships from the CSSF to an academically qualified applicant to attend an Envision program based on economic or other considerations. Class Members will be eligible to apply for these scholarships. Envision shall be required to distribute scholarships totaling at least fifteen percent (15%) of the CSSF each year until the CSSF is depleted. Envision may, in the exercise of its discretion, each year distribute additional scholarships totaling up to five percent (5%) of the CSSF to independent, nationally recognized organizations that focus on education and/or leadership skills like National 4-H Council, Boy Scouts of America and Girl Scouts of the USA to distribute to qualified applicants to attend an Envision program. In order to deplete the CSSF, the scholarship must not only be distributed, but actually redeemed by an individual attending an Envision program. Envision shall administer the CSSF until it is depleted, which must occur within seven years of its creation. In order to facilitate applications for scholarships from the CSSF, all Envision program websites shall provide a description as to how to apply for a scholarship. Envision shall administer the CSSF separately from any other tuition assistance or scholarship program. Envision shall not be required to include in or add to the CSSF any amounts for unused vouchers distributed to the Class Members.

14. CLASS COUNSEL MONITORING. Envision shall provide monthly reports to Class Counsel indicating the number of claims received, Envision's determination on each claim, and the reasons supporting such determinations during the

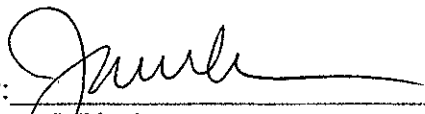
Claims Period and provide a final report within thirty (30) days after the Claims Period. Envision shall also provide semi-annual reports on the administration of the CSSF, including amounts awarded and redeemed and an accounting of any balance remaining until the CSSF is depleted.

2. All other terms and conditions of the Class Action Settlement Agreement shall remain unchanged and in full force and effect.

DATED this 30th day of April, 2010

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SCHEDULE “C”

**MUST BE
POSTMARKED NO
LATER THAN
XXXXXXX**

**Radosti, et al. v. Envision EMI, LLC, et al.
c/o The Garden City Group, Inc.
P.O. Box 9459
Dublin, OH 43017-4559**

EMI
P-EMI-POC/1

Claim Number:

Control Number:

REQUIRED ADDRESS INFORMATION OR CORRECTIONS

If the pre-printed address to the left is incorrect or out of date,
OR if there is no preprinted data to the left, **YOU MUST**
provide your current name and address here:

Name:

Address:

City/State/Zip:

CLAIM FORM

**Your entitlement to a Settlement Payment will be determined
based on the information provided in this Claim Form.**

(If you are determined to be eligible, any vouchers will be sent to the address above)

From January 17 to January 21, 2009, Envision EMI LLC offered in and around Washington, D.C. various scheduled events as part of their Junior Presidential Youth Inaugural Conference, the Presidential Youth Inaugural Conference, and the University Presidential Inaugural Conference (collectively the "Conferences"). In order to receive a Settlement Payment, consisting of two (2) \$625.00 tuition vouchers, you need to complete this Claim Form by indicating whether you (or your child) were (was) unsatisfied with your (his or her) experience at the Conferences by checking the below box.

I/my child was unsatisfied with my/his or her experience at the Conferences.

All Settlement Payment vouchers may be used for seven years from the date of issuance toward payment of the tuition for a future Envision conference or program. A Class Member or Qualified Transferee may use one of his or her two \$625.00 vouchers at a time toward a future Envision conference or program with a tuition of less than \$3,500. A Class Member or Qualified Transferee may use up to two of his or her vouchers totaling \$1,250 toward a future Envision conference or program with a tuition of \$3,500 or more. At least ten percent of individuals enrolling in any future Envision conference or program may use such vouchers.

(TO COMPLETE THIS CLAIM FORM, YOU MUST SIGN ON PAGE 2)

P-EMI-POC/2

In addition to redemption by a Class Member, the vouchers are fully sellable, assignable, and transferable to anyone, however, they may only be redeemed by the following Qualified Transferees:

- a) A family member of a Class Member,
- b) Any other student who has a 3.5 or higher grade point average, or
- c) Any other student who receives a teacher recommendation at the time of enrollment in the Envision conference or program.

By completing and submitting this Claim Form, I certify and affirm under the penalties of perjury and upon personal knowledge that the representations contained herein are true and correct.

Date

Signature